



## **Request for Proposals**

**Debris Removal Monitoring Services  
For the Towns of Nags Head, Southern Shores  
and Duck, NC**

**Date: May 18, 2016**

**Submittal deadline:  
June 16, 2016, 2:00 PM, Local Time**

## TABLE OF CONTENTS

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# **Request for Proposals**

## **Debris Removal Monitoring Services**

### **For the Towns of Nags Head, Southern Shores and Duck, NC**

MAY 18, 2016

TABLE OF CONTENTS

ADVERTISEMENT OF BID

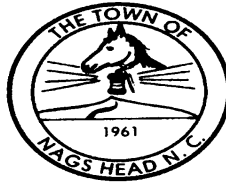
REQUEST FOR PROPOSALS

INSTRUCTIONS TO BIDDERS

BID FORM

[SAMPLE CONTRCT](#)

EXHIBIT A



## **Town of Nags Head**

Post Office Box 99  
Nags Head, North Carolina 27959  
Telephone (252) 441-5508  
Fax (252) 441-0776  
[www.nagsheadnc.gov](http://www.nagsheadnc.gov)

**TOWN OF NAGS HEAD  
c/o CLIFF OGBURN, TOWN MANAGER  
NAGS HEAD, NORTH CAROLINA  
DEBRIS REMOVAL MONITORING SERVICES FOR THE TOWNS OF NAGS HEAD, SOUTHERN  
SHORES AND DUCK, NORTH CAROLINA**

**ADVERTISEMENT FOR REQUEST FOR PROPOSALS**

Proposals from qualified contracting firm(s) or team(s) for the provision of debris removal inspection services for the **TOWNS OF NAGS HEAD, SOUTHERN SHORES** and **DUCK** will be received by the **TOWN OF NAGS HEAD** at the **OFFICE OF THE TOWN CLERK** located at **5401 S. CROATAN HWY., NAGS HEAD NORTH CAROLINA**, until **2:00 PM** local time on **JUNE 16, 2016**.

The Issuing Office for the Bidding Documents is: **TOWN OF NAGS HEAD DEPARTMENT OF PUBLIC WORKS, 2200 LARK AVE, NAGS HEAD, NC, 27959, (P) 252.441.1122. THE POINT OF CONTACT FOR THIS PROJECT IS DAVID RYAN, PE, PROJECT COORDINATOR FOR THE TOWN OF NAGS HEAD, email address [DAVID.RYAN@NAGSHEADNC.GOV](mailto:DAVID.RYAN@NAGSHEADNC.GOV)**. Prospective offerors may examine the Request for Proposal Documents at the Issuing Office on Mondays through Fridays between the hours of **8:30 am and 3:30 pm** and may obtain printed copies of the Bidding Documents from the Issuing Office as described above.

Prior to submitting Proposals, interested parties shall obtain a copy of the complete package entitled, "Request for Proposals – Debris Removal Inspection Services for the Towns of Nags Head, Southern Shores and Duck, NC," dated May 18, 2016 from the issuing office. At that time, the requesting party shall furnish the Town with a Point of Contact, mailing address, e-mail address, and phone number.

Hard copies and electronic copies, as portable document format (PDF) files, of the Documents shall be made available, upon request from the Issuing Office.

Proposals received after the aforementioned deadline date, either by mail or otherwise, will not be considered and returned unopened. The time of receipt will be determined by the time received in the Town Clerk's office. No faxed, electronic, or oral qualifications will be accepted.

Small, minority and women's businesses and labor surplus area firms are encouraged to submit bids.

Submittals are subject to the conditions specified in the Request for Proposal documents and any addenda that may be issued.

Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Owner to make an award to that Bidder. After determination of the Successful Bidder based on the Criteria for Proposal Evaluations- Section IV Request for Proposals-Debris Removal Monitoring Services for the Towns of Nags Head, Southern

Shores and Duck, NC, dated May 18, 2016 and on the responsiveness, responsibility, and other factors, the award may be made to said Successful Bidder on its Bid for which Owner determines funds will be available at the time of award and in the mutual interest of the Town(s) of Nags Head/Duck/Southern Shores. Owner also reserves the right to waive informalities.

Modified this the 24<sup>th</sup> day of May, 2016.

+ + END OF ADVERTISEMENT FOR BIDS + +

## **SECTION I - GENERAL INFORMATION FOR OFFERORS**

### **A. PURPOSE:**

The Town of Nags Head, on behalf of the Town of Nags Head, Southern Shores, and Duck (each a "Town" or "the Town" and collectively the "Towns") is requesting proposals from fully qualified offerors to provide highly skilled technical services to provide planning, management, quality control, and debris collection monitoring services in the event of a natural disaster or man-made event. Each Town desires to have available the assistance of a responsible firm, licensed to do business in the State of North Carolina for the purpose of providing support services to the Town for the planning, management, quality control, and debris collection monitoring for existing Town contracts for the removal of debris as listed in the Scope of Work section of this document. The initial one (1) year period for the agreement to be issued by each Town based on this RFP will be from July 1, 2016, through June 30, 2017 and may be renewed as further provided in this RFP.

Each Town is seeking to enter into a contractual agreement with a firm to provide the services identified within this Request for Proposals (together with all attachments or incorporated documents, as context may require, the "RFP") (each such contractual agreement shall be referred to as a "Contract"). The Contract to be awarded by each Town under this RFP will only be activated upon a declaration of an emergency by the applicable Town's Board of Commissioners or other governing body and then only upon the issuance of a "Notice to Proceed" by the Town to the successful offeror. The Town shall not be obligated to purchase any specific quantity of services. The Town reserves the exclusive right to extend any Contract as result of this solicitation for four (4) additional one (1) year periods. This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the Town intends to govern the relationship between it and the selected vendor.

It is the desire of each Town to obtain the services from the successful offeror that has a high level of expertise in FEMA and Federal requirements, procedures and reimbursement criteria. The successful offeror will advise the Town, prior to the initiation of performance, as to the eligibility for reimbursement by FEMA and federal requirements of work eligibility for reimbursements undertaken and supervised under each proposed Work Order issued. The successful offeror will also represent that its services and monitoring will be performed and documented in compliance with FEMA requirements. All offerors will provide representations and certifications as to its expertise and experience with FEMA and other federal reimbursement requirements with its proposal response; such expertise and experience is essential to any Contract.

All rights and ownership of the work completed and debris collected during the performance of a Contract shall become the sole property of the respective Town without future usage restrictions of any kind.

### **B. ISSUING OFFICE (for bids to provide applicable services to each of the three Towns):**

Town of Nags Head  
Town Clerk  
Town of Nags Head Municipal Complex  
5401 S. Croatan Highway  
Nags Head, North Carolina 27959  
Telephone (252) 449-2009  
Fax (252) 441-4680

### **C. CONTACT FOR INFORMATION (for bids to provide applicable services to each of the three Towns):**

Public Works Project Representative  
Town of Nags Head Department of Public Works  
2200 Lark Ave.  
Nags Head, North Carolina 27959  
Telephone (252) 441-6221  
FAX (252) 441-0776

FAX is for questions only, not submission of proposals.

Email: [david.ryan@nagsheadnc.gov](mailto:david.ryan@nagsheadnc.gov)

**D. DEADLINE:**

Receipt of Proposals: 2:00 P.M., June 16, 2016

Proposals will not be accepted or considered after 2:00 P.M. on the closing date. Proposals received after the submission deadline will be returned unopened.

**E. QUESTIONS AND ADDENDA:**

Offerors shall carefully examine this RFP and any addenda. Offerors should seek clarification of any ambiguity, conflict, omission or other error in this RFP in writing. Questions should be addressed to the Public Works Project Representative for the Town of Nags Head. If the answer materially affects the RFP, the information will be incorporated into an addendum and distributed to vendors of record. Discussions with other Town employees or officials during the solicitation and evaluation period are inappropriate. Therefore, offerors shall not contact any other Town employees or officials regarding this RFP during the period of solicitation and evaluation. Oral comments do not form a part of this RFP.

**F. CHANGES IN THE REQUEST FOR PROPOSALS:**

Any changes made in this RFP will be posted and distributed to vendors of record. Any and all addenda will be numbered in sequence, dated as of the date of issue, posted and distributed via fax, e-mail or U.S. Mail.

**G. PROPOSAL PREPARATION GUIDANCE:**

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the capabilities of their offering.

**H. PROPOSAL SUBMISSION:**

All proposals must be received in an appropriately marked and sealed envelope or package in the Office of the Town Clerk, Nags Head Town Hall, 5401 S. Croatan Highway, Nags Head, North Carolina 27959 prior to June 16, 2016, 2:00 P.M. local time. Proposals in the form of telegrams, telephone calls, facsimiles or telex messages will not be accepted. Each proposal shall be signed by an official authorized to bind the vendor and shall contain a statement that the proposal is firm for the one hundred twenty (120) days immediately following the opening of the sealed proposals. At the end of the 120-day period, the proposal may be withdrawn at the written request of the vendor. If the proposal is not withdrawn, it will remain in effect until an award is made by each Town or the solicitation is canceled.

Six (6) copies of each proposal must be supplied, although single copies of particular exhibits may accompany the proposals. Each proposal shall also provide the following information:

1. The name of every company bearing an interest in the proposed services;
2. The name, title, address, and telephone number of individuals with authority to contractually bind the offeror; and
3. A designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the Contract. This information shall include the person's name, title, address, and telephone number.

The signer of the proposal must declare that all persons, companies or parties interested in the Contract as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the vendor.

Any proposal submitted on forms other than the Proposed Form contained in this RFP may be disqualified. If it is questionable that the Postal Service can deliver your proposal on time, we suggest that it be hand delivered.

TELEPHONE PROPOSALS AND/OR FAXED PROPOSALS WILL NOT BE ACCEPTED. All proposals submitted must be typed or written in ink signed by the Proposer's designated representative. ALL PROPOSALS MUST MEET AND INCLUDE REQUIREMENTS INCLUDING PROPOSERS BEING PREPARED TO FURNISH AT A LATER DATE, WHEN APPLICABLE, THOSE ITEMS CHECKED "X" IN PARAGRAPH J "PROPOSAL REQUIREMENTS" OR FACE POSSIBLE DISQUALIFICATION.

**I. PROPOSAL WITHDRAWAL:**

Any proposal may be withdrawn without prejudice prior to the official proposal opening time or any publicized postponement thereof by notifying the Town in writing. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals may also be withdrawn in accordance with N.C.G.S. 143-129.1

Bidders are required to verify compliance with the following requested items AND INCLUDE WITH THE BID PROPOSAL THOSE ITEMS AS REQUESTED OR BE PREPARED TO FURNISH AT A LATER DATE AS SPECIFIED. LACK OF COMPLIANCE MAY RESULT IN AUTOMATIC DISQUALIFICATION.

**J. PROPOSAL REQUIREMENTS:**

1. \_\_\_\_\_ Certificate of Insurance upon notification of award.
2.   X   Brochures, catalogs, model numbers or pertinent literature where applicable.
3.   X   References (Preferably from local governmental units).
4.   X   Completed & Executed Bid Certification Form (By authorized personnel)
5.   X   General Information required from Vendors in accordance with Section III

**K. AWARD:**

Each Town intends to enter into an agreement as soon as practicable after receipt and acceptance of offeror's proposals. The award of an agreement shall be at the sole discretion of each Town. Award will be made to the offeror whose proposal is determined to be most advantageous to the Town, taking into consideration the evaluation factors set forth in Section IV, "Criteria for Proposal Evaluations." Each Town reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. The Town further reserves the right to make an award of an agreement without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially on the most favorable terms which the offeror can propose with respect to both price and technical capability. The contents of the proposal of the selected vendor will become part of the agreement when the award is made. Proposals will be initially evaluated on the basis of the written material provided, with clarification as needed through telephone calls to vendors. Based on this initial evaluation, the Town may select vendors whose services most closely meet the Town's needs to make an oral presentation. Any agreement proposed for the Town's execution shall be included with the proposal.

**L. DISPOSITION OF PROPOSALS:**

All materials submitted in response to this RFP will become the property of each of the Towns. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section I.M, "Disclosure."

**M. DISCLOSURE:**

In compliance with North Carolina General Statutes (NCGS) § 143-52, trade secrets or proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure under the North Carolina Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all inclusive statement that the entire proposal is proprietary is unacceptable and will be disregarded. A statement that costs are to be protected is unacceptable and will not be honored.

**N. COST INCURRED IN RESPONDING:**

This solicitation does not commit any of the Towns to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

**O. ACCURACY OF PROPOSAL INFORMATION:**

Any proposer, which submits in its proposal to each of the Town(s) any information, which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration. Each Town reserves the right to contact the proposer to verify any information it deems necessary to provide for a fair and equitable evaluation of the proposal.

**P. PRIME VENDOR RESPONSIBILITIES:**

Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP and accompanying information. If the successful offeror's proposal includes services provided by others, the vendor will be required to act as the prime vendor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The successful offeror will be considered the primary point of contact with regard to all issues arising under the Contract, including payment of all charges and the meeting of all requirements of this RFP.

**Q. LAWS AND REGULATIONS:**

This procurement shall be governed by the North Carolina General Statutes and the Code of Ordinances for the applicable Town. Venue shall be in the applicable Town.

**R. ANTI-COLLUSION STATEMENT:**

Collusion or restraint of free competition, direct or indirect, is prohibited. By executing the Bid Form, attached herein, offerors are certifying that the Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract.

**S. NONDISCRIMINATION:**

The successful offeror agrees that it will not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The successful offeror shall take affirmative steps to ensure that applicants do not discriminate on any basis by applicable Federal or State Law. A statement to this effect will be incorporated into any Contract.

**T. WORK SPACE AND SUPPLIES:**

The Town does not anticipate providing any work space or equipment to the successful offeror. Vendors must also provide, at their own cost, any general supplies needed to perform the work related to this RFP.

**U. TERM:**

The proposed Contract term shall be for a one-year period. Each Town reserves the exclusive option to renew the Contract for up to four (4) additional one (1) year periods at the same terms, conditions and rates.

**V. EQUAL OPPORTUNITY BUSINESS DEVELOPMENT:**

It is the policies of the Town(s) to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minorities and labor surplus firms to encourage their participation in each Town's procurement activities. Toward that end, each Town encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All offerors are requested to include documentation of its efforts in its response to this RFP to describe any planned use of such businesses in fulfilling work under a Contract.

## **W. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **INSURANCE AND INDEMNIFICATION REQUIREMENTS:**

1. The Offeror who has been awarded a Contract (the "Contractor") shall defend, indemnify, and hold harmless the Town, its officers, employees, agents, and representatives from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor's operations under the Scope of Work and any Contract entered into including, without limiting the generality of the foregoing coverage, any act or omission of the Contractor, its agents, servants, employees, or invitees in the execution of performance of said Contract.
2. The Offeror shall maintain minimum insurance policy amounts in accordance with the Sample Contract (defined below).

## **X. INSTRUCTIONS TO BIDDERS:**

A separate set of instructions to bidders is contained herein. As such, discrepancies in language and procedural guidelines may exist. The contractor shall notify the project representative of any discrepancies for determination of precedence.

## **Y. CONTRACT**

Upon the Town's acceptance of an Offeror's bid, the Town and Offeror shall enter into a Contract evidencing their agreement, which contract shall be substantially in the form, and shall contain such terms and conditions, as shown in the accompanying "Annual Agreement for Debris Monitoring and Recovery Services" (the "Sample Contract"); provided, however, the provisions of the Sample Contract may be revised and/or amended to the extent reasonably necessary to conform to FEMA requirements. The Towns of Duck and Southern Shores may use contract templates that differ from the form of the Sample Contract included as part of this RFP.

## SECTION II - SCOPE OF WORK

### BACKGROUND:

A. The Towns of Nags Head, Duck and Southern Shores are major tourist destinations in Dare County on the Outer Banks of North Carolina. The Towns are located in the northeastern portion of North Carolina, 3-½ hours east of Raleigh and approximately 2 hours south of Norfolk and Virginia Beach, Virginia. Dare County consists of 800 square miles of area with an annual average population of 35,000 year round residents. The Town of Duck, the northernmost Town, is bordered by Currituck County to the north, with Nags Head, the southernmost Town, bordered on the south by the Cape Hatteras National Seashore. All of the Townships are bordered by the Atlantic Ocean to the east and the Currituck, Albemarle and Roanoke Sounds to the west.

B. The Town of Nags Head's Department of Public Works provided the main oversight through its Sanitation and Public Facilities Maintenance divisions, for clean up and debris removal of the Town's rights-of-way, private streets, (as permitted by FEMA), and public properties in prior storm events. The Town of Southern Shores Department of Public Works oversees right-of-way and facilities maintenance with sanitation services to be provided by Bay Disposal & Recycling beginning July 1, 2016. The Town of Duck contracts solid and bulk waste removal services with Waste Management. In preparation for future manmade or natural disasters, each Town is seeking to obtain contract services for assistance in the planning, management, inspection and administration of the clean-up activities.

C. Each Town currently differs in current agreements with debris removal contractors. The Town of Nags Head has an active agreement with DRC Emergency Services, LLC., of Mobile, AL. In addition, each of the Towns has entered into an Inter-local Agreement with Dare County to utilize their debris removal contractor. It is anticipated that this agreement with Dare County will be maintained and each Town will have available to it one or more of these or other debris removal contractors, and would make a decision regarding which one to utilize based on the severity of the event, and the quantity of debris generated, as deemed appropriate. The Towns are currently seeking new proposals from debris removal contractors for FY 2016-2017.

D. To this end, each Town may utilize the services of the successful offeror to provide support to the Town for the planning, management, quality control, and monitoring of the debris removal activities. The Town will define the level of service and response to be provided for each debris generating event. The successful offeror will be requested to provide cost, volume, resource and staffing estimates to the Town(s) for consideration in making that determination.

E. Project initiation would start immediately after the debris generating event, with full mobilization of the chosen debris removal contractor(s) within (72) hours of the event. The selected firm will provide staffing immediately prior to the event for planning, preparation and logistic support. Full time planning, management, quality control, and monitoring of the debris removal activities., which are to be provided after a debris generating event and the issuance of a Notice to Proceed pursuant to the terms of this RFP and the resulting Contract, will need to be mobilized along with the Town's debris removal contractor and other contractor(s) mobilizations and ramp-up operations.

F. The selected Offeror will be required to provide the services as described in and upon such terms as are provided in the Sample Contract.

### SECTION III - INFORMATION REQUIRED FROM VENDORS IN PROPOSALS

The following information is required of each offeror as part of its bid:

1. A transmittal letter referencing this solicitation.
2. Geographical location of the offeror's key offices, staff, subcontractors or partners and all other related resources for successful completion of the services listed in this RFP.
3. A short qualification statement of the offeror's firm, subcontractor and partner abilities to complete the tasks outlined in the contract and similar experiences. Staff qualifications should be limited to staff expected to be assigned to work on any future contract for the generation of subcontracts and teaming arrangements.
4. List all similar projects and scopes to include dollar level and amount of debris removed. Include the name of the firm or organization for which the work was performed. The name, telephone, address, email and cellular number of both the technical point of contact and the procurement point of contact, as applicable.
5. Provide a graphical representation and or narrative on how your firm intends to approach the total project.
6. The offeror's firm key staff qualifications and subcontractor experience: Offeror shall provide description of its work experiences as related to the scope of work requested. Such description should include, but not be limited to, number and types of customers, number of years the Offeror has been providing these types of services, references and other documentation to verify offeror's experience.
7. Include fully loaded hourly rates for a proposed fixed hourly rate type contract for all personnel and subcontractors that will be actively engaged in the services requested. Please (a) review attached "Sample Contract" for a description of services to be provided and related contractual provisions; and (b) complete attached "Bid Form".
8. Capability and skill: the offeror shall provide a description of the qualifications and skills of the organization, personnel and subcontractors that shall be responsible for performance of the services.
9. The Offeror shall provide a description outlining the services to be performed. Such description should, at minimum, provide:
  1. the understanding of the project
  2. objectives of the project.
  3. scope of the project (e.g., parameters of services to be provided by the offerors.) and
  4. proposed approach to providing the services.
10. It is the policy of the Town(s) to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the Town's procurement activities. Toward that end, the Town(s) encourage these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. Additionally, and in accordance with 2 CFR §200.321, all Offerors shall document and submit good faith efforts and reasonable steps taken for participation of minority business, woman business enterprises and labor surplus area firms.
11. Any information required pursuant to the "Instructions to Bidders", "Bid Form" and the "Sample Contract", a copy of each of which accompanies this document and is incorporated by reference.

All offerors should address each of the above areas fully and should not necessarily limit responses only to the points stated.

#### **SECTION IV - CRITERIA FOR PROPOSAL EVALUATIONS**

An Evaluation Committee comprised of representatives from the applicable Town will evaluate all proposals received. Selection of the vendor will be based on the following criteria:

1. Experience and capabilities of the Offeror and the experience of the proposed project team.
2. The Offeror's approach to the scope of services.
3. Demonstrated capability of the Offeror to perform all of the work elements, based on review of the quality of comparable work and references.
4. Ability of the Offeror to work as part of a team with Town departments and the ability of the Offeror to work within the administrative structure of the Town, and to respond in a timely manner to work requests and assigned tasks.
5. The ability of the Offeror to ensure timely mobilization of equipment and staff on a local and regional basis.
6. The offeror's commitments to other cities, counties and other governmental agencies and planned commitments in the northeastern North Carolina area and the Mid-Atlantic region will be a factor in the final selection of a vendor.
7. Fee structure and cost elements, including hourly rates for each classification of employee to be utilized on a Town project.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## **INSTRUCTIONS TO BIDDERS**

## INSTRUCTIONS TO BIDDERS

### TABLE OF CONTENTS

	<b>Page</b>
ARTICLE 1 – Defined Terms .....	1
ARTICLE 2 – Copies of Bidding Documents .....	1
ARTICLE 3 – Qualifications of Bidders .....	1
ARTICLE 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site .....	2
.....	2
ARTICLE 5 – Bidder’s Representations .....	2
ARTICLE 6 – Pre-Bid Conference- DELETED .....	3
ARTICLE 7 – Interpretations and Addenda .....	3
ARTICLE 8 – Bid Security-DELETED .....	3
ARTICLE 9 – Contract Times-DELETED .....	3
ARTICLE 10 – Liquidated Damages .....	3
ARTICLE 11 – Substitute and “Or-Equal” Items .....	3
ARTICLE 12 – Subcontractors, Suppliers, and Others .....	4
ARTICLE 13 – Basis of Bid .....	5
ARTICLE 14 – Submittal of Bid .....	6
ARTICLE 15 – Modification and Withdrawal of Bid .....	6
ARTICLE 16 – Opening of Bids .....	6
ARTICLE 17 – Bids to Remain Subject to Acceptance .....	6
ARTICLE 18 – Evaluation of Bids and Award of Contract .....	7
ARTICLE 19 – Bonds and Insurance .....	7
ARTICLE 20 – Signing of Agreement .....	7
ARTICLE 21 – Sales and Use Taxes .....	7
ARTICLE 22 – Contracts to be Assigned- DELETED .....	8

## ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Agreement* – The term Agreement shall be synonymous with the term Contract.
  - B. *Bid(s)* – A formal proposal offered by an offeror or prospective vendor pursuant to the Bidding Documents.
  - C. *Bid Form(s)* – Documents in the Bid Document to be completed and returned by the Bidder as part of a Bid.
  - D. *Bidder* – a person or entity providing a Bid.
  - E. *Bidding Documents* -- The Request for Proposal dated May\_\_\_\_, 2016 and all related documents provided by the Issuing Office for use in placing bids pursuant to the said Request for Proposal.
  - F. *Contract* – Any contract that arises as a result of an Owner’s acceptance of a Bid.
  - G. *Contractor* – A bidder who has had its Bid accepted and has entered into a resulting Contract.
  - H. *Engineer* – David Ryan, PE.
  - I. *Issuing Office* – The office from which the Bidding Documents are to be issued.
  - J. *Owner* – The applicable Town (as such term is defined in the Bidding Documents).
  - K. *Work* -- The work to be performed pursuant to the Bidding Documents.

## ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither an Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Each Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

## ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder’s qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder’s authority to do business in the state where the Project is located.
  - B. Bidder’s state or other contractor license number, if applicable.
  - C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, “Subcontractors, Suppliers, and Others.”

- D. Other required information regarding qualifications and as set forth in the Bidding Documents.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bidding Documents requiring Bidder's representations and certifications.

#### **ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

##### **4.01 *Site and Other Areas***

*The Owner does not anticipate providing any work space or equipment to the successful offeror. Vendors must also provide, at their own cost, any general supplies needed to perform the work related to this RFP.*

##### **4.02 *Existing Site Conditions-DELETED***

A.

##### **4.03 *Site Visit and Testing by Bidders-DELETED***

##### **4.04 *Owner's Safety Program***

A. Work may be governed by an Owner safety program.

##### **4.05 *Other Work at the Site-DELETED***

#### **ARTICLE 5 – BIDDER'S REPRESENTATIONS**

- 5.01 It is the responsibility of each Bidder before submitting a Bid to:
  - A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
  - B. visit the Towns, conduct a thorough, alert visual examination of the Towns and adjacent areas, and become familiar with and satisfy itself as to the general conditions that may affect cost, progress, and performance of the Work;
  - C. become familiar with and satisfy itself as to all applicable laws, regulations, and ordinances that may affect cost, progress, and performance of the Work;
  - D. carefully study all Bidding Documents;
  - E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Towns; information and observations obtained from visits to the Towns; and the Bidding Documents with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures to be employed by Bidder; and (3) Bidder's safety precautions and programs;
  - F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the

Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- G. become aware of the general nature of the work to be performed by Owner and others that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof, if any, by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article and the Bidder Documents, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 6 – PRE-BID CONFERENCE- DELETED**

#### **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

#### **ARTICLE 8 – BID SECURITY-DELETED**

#### **ARTICLE 9 – CONTRACT TIMES-DELETED**

#### **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

#### **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the services and materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

## ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific subcontractors, suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the specifications) to do so. If a prospective Bidder objects to retaining any such subcontractor, supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the successful Bidder or Contractor to retain any subcontractor, supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the subcontractors or suppliers proposed for the Work.
- If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, Owner may, before the Bid is accepted, request apparent successful Bidder to submit an acceptable substitute, in which case apparent successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent successful Bidder declines to make any such substitution, Owner may award the Contract to another Bidder that proposes to use acceptable subcontractors, suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security, if any, of any Bidder. Any subcontractor, supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the acceptance of a Bid will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance.
- 12.05 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.06 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 12.07 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 12.08 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

- 12.09 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 12.10 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 12.11 All names shall be printed in ink below the signatures.
- 12.12 The Bid shall contain an acknowledgment of receipt of all Addenda, if any, the numbers of which shall be filled in on the Bid Form.
- 12.13 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 12.14 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- 12.15 The community goals are to insure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participations. Strive to obtain contract and subcontract awards to minority business enterprises by identifying and communicating to the minority business enterprises community for procurement of goods and services for construction projects and subcontracts.
- 12.16 The Bidder shall exercise all necessary and reasonable steps to insure that minority businesses, women's business enterprises and labor surplus area firms participate in the scope of work required and in compliance with 2 CFR §200.321
- 12.17 The Bidder shall insure that minority businesses, women's business enterprises and labor surplus area firms have the maximum opportunity to compete for and perform portions of the work included in the scope of work and shall not discriminate on any basis prohibited by Federal or State law.
- 12.18 A minority business enterprise is defined as a business, with at least fifty-one (51%) percent owned and controlled by minority group members. The minority ownerships, shall exercise actual day-to-day management. Minority group members may consist of African Americans, Hispanic Americans, Asian Americans and Indian Americans. A woman business enterprise is a business with at least fifty-one (51%) owned and controlled by women who exercise actual day-to-day management.
- 12.19 The Bidder shall document and submit good faith efforts and reasonable steps taken for participation of minority business, woman business enterprises and labor surplus area firms.

## **ARTICLE 13 – BASIS OF BID**

### **13.01 *Unit Price***

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### **ARTICLE 14 – SUBMITTAL OF BID**

- 14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security, if any, and the other documents required to be submitted under the terms of the Bid Form.
- 14.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation **“BID ENCLOSED.”** A mailed Bid shall be addressed to **Town of Nags Head- Town Clerk- Town of Nags Head Municipal Complex- 5401 S. Croatan Highway, Nags Head, NC 27959**
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 16 – OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security, if any, prior to the end of this period.

## **ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 18.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid based upon the Section IV- Criteria for Proposal Evaluations.
- 18.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. For the determination of the apparent lowest responsive Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

## **ARTICLE 19 – BONDS AND INSURANCE**

- 19.01 Article I of the Request for Proposals, sets forth Owner's requirements as to performance and payment bonds, if any, and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

## **ARTICLE 20 – SIGNING OF AGREEMENT**

- 20.01 When Owner issues a accepts a Bid offered by a successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other documents as identified in the Agreement. Within 15 days thereafter, successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the other documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to successful Bidder, together with printed and electronic copies of the other documents.

## **ARTICLE 21 – SALES AND USE TAXES**

- 21.01 Owner is not-exempt from North Carolina state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall be included in the Bid.

## **ARTICLE 22 – CONTRACTS TO BE ASSIGNED- DELETED**

**BID FORM**

**DEBRIS REMOVAL MONITORING SERVICES**

## ARTICLE 1 – BID RECIPIENT

1.10 This Bid is submitted to:

**TOWN OF NAGS HEAD/TOWN OF DUCK/TOWN OF SOUTHERN SHORES  
c/o CLIFF OGBURN, TOWN MANAGER  
5401 S. CROATAN HWY.  
NAGS HEAD, NORTH CAROLINA**

1.11 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.10 Bidder understands and accepts all of the terms and conditions of the Instructions to Bidders, without limitation and is formally acknowledged with the execution of the bid form. This Bid will remain subject to acceptance for 120 days after the Bid opening. At the end of the 120-day period, the Bid may be withdrawn at the written request of the Bidder. If the Bid is not withdrawn, it will remain in effect until an award is made or the solicitation for Bids is canceled.

## ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.10 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Towns, conducted a thorough, alert visual examination of the Towns and adjacent areas, and become familiar with and satisfied itself as to the site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all applicable laws, regulations, and ordinances that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Towns; information and observations obtained from visits to the Towns; and the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer, if any, is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

##### **4.10 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. As of the date listed in Article 8, the entity listed is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

## ARTICLE 5 – BASIS OF BID

- 5.10 A space for the bidder to indicate his separate Unit Price for any item(s) of work for which the precise quantity of same cannot be accurately determined in advance, and which the Owner desires to measure and pay for on a unit price basis. A work order shall be initiated, based on the estimated quantities of such work, and a work order issued, before any such work is begun. Hourly labor rates include all applicable overhead and profit. All non-labor project costs, (including travel, lodging, per diem, communications, supplies, rental equipment, and other direct project expenses) will be billed to the Town at cost without mark-up.

Item No.	Debris Monitoring Positions	Paper-Based Ticketing Price (Per Hour)	Automated Ticketing Price (Per Hour)
1	Project Manager		
2	Operation Managers		
3	Field Supervisors		
4	GIS Analyst		
5	Environmental Specialists		
6	Billing/Invoicing/Data Managers		
7	Project Coordinators		
8	Load Ticket Data Entry Clerks		
9	Collection Crew Monitors		
10	Tower Monitors		
11	Residential Drop-Off Monitors		
12	Automated Ticketing Specialist		
13	Senior Grant Management Consultant		
14	Grant Management Consultant		
15	Administrative Assistant		
16	Senior Planner		
17	Planner		

Other Required Positions:

Proposer may include other positions, with hourly rates, as needed.

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#### 5.11 Estimated Quantities – For Bidding Purposes Only

Unit prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors) and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated for the purpose of making an award, locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

Assumptions: 2,100 tons of debris consisting of approximately 750 tons of C & D debris and approximately 1,350 tons of vegetative debris. All Temporary Debris Management Sites are within ten miles of a pickup point. Material densities are assumed to be 300 pounds per cubic yard for vegetation, 500 pounds per cubic yard for mulch, and 700 pounds for mixed debris. Volume reduction assumed to be 40% for grinding and 90% for burning

### ARTICLE 6 – ATTACHMENTS TO THIS BID

6.10 The following documents are submitted with and made a condition of this Bid:

- A. List of proposed subcontractors, (as applicable);
- B. List of proposed suppliers, (as applicable);
- C. List of project references;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- E. ~~Contractor's License No.: \_\_\_\_\_ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids, as applicable;~~

### ARTICLE 7 – DEFINITIONS

7.10 Capitalized terms not defined herein shall have as their definitions the meanings ascribed to them in the accompanying "Instructions to Bidders".

## ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

*[Signature]*

*[Printed name]*

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

*[Printed name]*

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

*(where applicable)*

**ANNUAL AGREEMENT FOR  
DEBRIS MONITORING AND RECOVERY SERVICES**

THIS AGREEMENT (the "Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Town of Nags Head, existing under the laws of the State of North Carolina, hereinafter referred to as the "Town" and \_\_\_\_\_, hereinafter referred to as the "Contractor", for the term specified herein, and the Town and Contractor agree as follows:

**I. SCOPE**

The Contractor is to perform the work as defined in the "Request for Proposal" and any related addenda and as set forth in this Agreement and amendments, if any, the Request for Proposal is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

The Contractor's response to the recovery process must be immediate, rapid, and efficient, with acceptable cost controls, accountability procedures, with written reports and submittals in place, to assure that the Town will have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal and State agencies.

**II. ORDER OF PRECEDENCE**

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by reference, the precedence of these documents shall be given in the following order:

1. This Agreement with any exhibits, attachments, including addendum(s) and amendment(s) hereto;
2. If applicable, negotiated amendments or clarification to the Contractor's Proposal which have been incorporated by reference into the final Agreement;
3. Town's Request for Proposal pursuant to which this Contract was executed;
4. Contractor's Proposal to the Town's Request for Proposal ("Contractor's Proposal")

**III. TERM OF AGREEMENT**

The period of this Agreement shall be for one (1) year, beginning on or before \_\_\_\_\_, and ending on \_\_\_\_\_. This Agreement may be extended annually under its existing terms, conditions, and rates, in the Town's sole discretion, for up to four (4) additional one (1) year periods.

#### IV. COMPENSATION

The Contractor agrees to provide services and materials as specified in the Contractor's Proposal to the Town plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and perform all services under this Agreement at the cost specified in said proposal and amendments, if any; the Contractor's Proposal and any amendments thereto are incorporated by reference herein and made a part hereof as if fully herein set forth.

Compensation for services that are not Disaster Debris Monitoring Services is not part of this Agreement and may be negotiated as a time and materials, not to exceed, price basis on a per-project basis, on each individual Task Order. Invoices must reference the Task Order number.

Prior written approval for any work/cost increase must be obtained from the Town before becoming effective. Authorization for such increases, if approved by the Town, shall be accomplished by execution of a change order. No such increased work or work at increased cost shall be performed prior to the execution of said change order.

#### V. PAYMENT

Except as otherwise provided in this Agreement, all invoices received by the Town are payable within THIRTY (30) days from receipt, provided they have first been approved by the Town and the Town has accepted the work. Work performed under this Agreement is subject to the availability of funds and may be terminated at any time if such funds become unavailable.

All invoices shall be directed to:

Town of Nags Head

Attn: \_\_\_\_\_

P.O. Box 99

Nags Head, NC 27959

#### VI. GENERAL CONDITIONS

##### A. Termination

- This Agreement and the performance of work under this Agreement may be terminated immediately by the Town in whole or in part, in writing, at the convenience of the Town for any reason or no reason.
- The Town has the right to immediately terminate this Agreement and the performance of work under this Agreement, for default, whenever the Town shall determine that the Contractor has failed to meet its performance requirements under this Agreement, including, but not limited to, failing to make delivery of the supplies, perform the work, or perform any other provisions required pursuant to this Agreement.

- Upon the Town's termination of this Agreement, unless the Contractor is in breach of this Agreement, the Contractor shall be paid for services rendered to the Town of Nags Head's satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the Town of Nags Head, the Contractor shall: (i) stop work on the date and to the extent specified; (ii) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (iii) transfer all work in process, completed work, and other material related to the terminated work to the Town of Nags Head; and (iv) continue and complete all parts of the work that have not been terminated.

B. Performance Requirements and Services

- The Contractor shall provide: constant and consistent documented inspections of the debris removal work being done for the Town under a contract for disaster generated debris removal; communications to the Town of any and all incorrect applications of guidance as specified by FEMA publication 325 or the Stafford Act; and documentation of the debris removal process that withstands all local, State, and Federal audits. Accordingly, the Contractor shall provide such work as may be required and pursuant to FEMA publication 327, including, but not limited to, the provision of, as needed, debris monitors and supervisors as set forth herein and in FEMA publication 327.
- The Contractor shall provide written daily reports denoting areas worked, quantities of debris removed, quantity of equipment in service, quantity of monitors in service, weather report, problems and issues noted, problems and issues corrected. On a weekly basis, the Town will identify to both the debris removal contractor and the Contractor strategic targets for the following week and an evaluation of compliance of last week's targets, and accounting protocols to include a bi monthly reconciliation of records with the Town, debris removal contractor, and Contractor so that errors and omissions are handled expediently and that the quality of the accounting is established and reviewed.
- The Contractor shall perform work so as not to interfere with the normal operations of the Town or other government entities or functions and so as not to violate applicable ordinances, regulations or laws.
- The Contractor shall develop and have in place planning and training standards which shall be consistent with the Town Comprehensive Emergency Operations Plan, and applicable State and Federal programs and

plans. All plans and training will be conducted in compliance with the National Incident Management System (NIMS).

- As security for faithful performance of this Agreement and prior to the issuance of any "Notice To Proceed", the Contractor shall furnish the Town with: (1) an executed performance bond in the amount of one hundred percent (100%) of the value of the work to be performed under this Agreement, as security for faithful performance of the Agreement in accordance with the plans, specifications, and conditions of the Agreement; and (2) an executed payment bond in an amount equal to one hundred percent (100%) of the value of the work to be performed under this Agreement, as security for and conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable.

The Notice to Proceed from the Town will include the value of the work to be performed, and the value of the required bond amount. The Town understands that until these values are provided, Contractor is unable to secure both payment and performance bonds as the value of the work and the required bond amount is required for bond issuance.

The Town may increase the amount of the said performance bond and of the said payment bond if, in the Town's reasonable discretion, the total cost of services provided pursuant to this Agreement will exceed, or are reasonably likely to exceed, the bond amounts. The Contractor agrees to promptly provide any such increased bond amounts.

The performance bond and the payment bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall come effective upon the execution of the contract. In advance of the execution of the Contract, the Contractor shall provide a notarized Letter of Good Standing from its Surety Company confirming that the Contractor is bondable.

C. Indemnification, Insurance, and Liquidated Damages

1. Indemnity

The Contractor hereby agrees to indemnify and hold harmless the Town, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', subcontractors, and employees' acts or omissions associated with this Agreement or the performance or non-performance of work under this Agreement.

## 2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

(a.) Commercial General Liability Insurance

Commercial General Liability Insurance, issued by responsible insurance companies and in a form acceptable to the Town, with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage.

(b.) Automobile Liability Insurance

Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence.

(c.) Workers' Compensation Coverage

Full and complete Workers' Compensation Coverage, as required by North Carolina state law, shall be provided.

(d.) Insurance Certificates

Following the notice of award, the Contractor shall provide the Town with certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the Town. Said Commercial General Liability policy shall provide that the Town be an additional named insured. The Town shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the Town and licensed and authorized to do business under the laws of North Carolina.

## 3. Liquidated Damages

After the Town issues a Notice to Proceed to the Contractor as provided in Section VII.B. of this Agreement, should the Contractor fail to meet its mobilization obligations, as provided in Section VII.B., the Town will be damaged thereby, and because the amount of the Town's damages is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that the amount of such damages shall be liquidated damages of five hundred dollars (\$500.00) per calendar day for each day in which Contractor fails to meet its mobilization obligations of Section VII.B. Contractor hereby agrees that said sum shall be deducted from monies due the Contractor, and if no money is due the Contractor, the Contractor hereby agrees to pay to the Town as liquidated damages, and

not by way of penalty, such total sum as shall be due pursuant to this paragraph.

D. Acceptance of Work

The Town will be deemed to have accepted the work after the Contractor is notified by the Town Manager or his designee of its satisfaction that the work is completed.

E. Correction of Work

The Contractor shall promptly correct all work rejected by the Town as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected work or work that was not authorized by the Town representative. Rejected work shall consist of, but not be limited to, work which is deemed FEMA ineligible or ineligible by the Town's representative.

F. Right to Audit Records

The Town shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. **(Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement.)**

G. Time is of the Essence

The parties agree that time is of the essence in the completion of the work called for under this Agreement. The Contractor agrees that all work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

VII. SPECIFIC PROVISIONS

- A. The Contractor shall, pursuant to this Agreement, provide the Town with professional debris removal contract monitoring to assist the Town through debris removal following a debris generating event such as a hurricane, storm, or other event which also requires debris management expertise. The function of the contract monitors is to ensure compliance, assuring reimbursement in accordance with FEMA 325, dated July 2007, and FEMA 327, dated October 2010, or more current editions.
- B. The Town shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written "Notice To Proceed", and services under this Agreement shall not begin until the issuance of

such Notice To Proceed. Said Notice To Proceed shall contain a time limit as to when the Contractor shall complete the applicable work, and shall contain a “not to exceed” total price for services to be performed pursuant to this Agreement. A representative will be designated by the Town of Nags Head to be the primary point of contact for answering any questions prior to and after activation of this Agreement via a written "Notice To Proceed". The Contractor must have a representative present in the Town’s office or Emergency Operations Center within twenty-four (24) hours of the issuance of a Notice To Proceed and be able to mobilize equipment and personnel to the designated location within forty-eight (48) hours of the issuance of a Notice To Proceed. If necessary, the Contractor may need to pre-stage in the region. The Contractor ensures that an adequate number of professionals and qualified personnel to monitor all debris loading sites and debris management sites along with associated roving debris monitors. The Contractor will be required to increase its staffing from this point depending on the severity of the debris generating event. At the discretion of the Town, the Contractor may be required to replace any debris monitor.

Due the uncertainty of the severity of events which may cause the need for services described in this Agreement, the Town may enter into multiple contracts, each with a different person or entity, to obtain services similar or identical to those identified in this Agreement. Depending on the nature of services needed, the Town may, in its sole discretion, deem it necessary to have one of those other providers provide services similar or identical to the services described in this Agreement prior to, in addition to, or in lieu of having Contractor perform services identified in this Agreement. Notwithstanding any other provision of this Agreement to the contrary, the Town is under no obligation to issue a Notice To Proceed to Contractor or to have Contractor provide any services pursuant to this Agreement. The Town may engage or coordinate with any other person or entity to perform services similar or identical to those identified in this Agreement, and the Town shall not be liable to the Contractor if the Town does engage one or more other person or entity, in addition to or in lieu of Contractor, to perform services similar or identical to those identified in this Agreement.

The Contractor ensures that all debris monitors will have appropriate personal protective equipment to include, but not be limited to, eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet and cold weather clothing, to comply with all federal, state and local requirements.

The Contractor ensures that debris monitors will have the means to communicate (cell phones, satellite phones, radio, etc.) with their supervisors or the Town as may be necessary. Contractor supervisors are responsible for resolving issues with truck drivers and contractor’s personnel.

The Contractor will provide temporary office space and temporary sanitary facilities as necessary.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with work performed under this Agreement. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

- C. To the extent possible, the Contractor shall use qualified local sub-contractors to perform work to be performed under this Agreement and that is subcontracted out.

D. LOADING SITE MONITORING SERVICES

The primary function of the "Loading Site Monitors" is to issue correctly completed debris load tickets for FEMA eligible debris cleared and removed at locations designated by the Town.

Contractor will, within 48 hours of the issuance of a Notice To Proceed, be prepared to provide qualified on site personnel to monitor debris removal operations at up to three (3) debris loading sites located throughout the Town. Additional sites may be added as debris removal efforts increase. Each loading site will operate, at a minimum, approximately 12 -14 hours per day, 7 days per week. Exact number and location of loading sites will be determined by the Town in coordination with the debris removal Contractor.

Monitoring Sites: Contractor may have Loading Site Monitors stationed at designated "Control Points" chosen by the debris removal Contractor and coordinated with the Town the day before beginning the work. The "Control Points" must be kept to a minimum and be located at a safe site along the primary haul road to the designated debris management site. The Contractor must be prepared to provide a minimum of two Loading Site Monitors to be stationed at each "Control Point." Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and as a minimum must contain either a street address or the nearest intersection to be valid. The volume of debris hauled will be estimated at the debris management site by the Debris Management Site Monitor.

Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to provide debris load tickets to document the removal of FEMA eligible debris from public access roadways, public rights-of-way, and public property within the Town.

Contractor must be prepared to provide a minimum of two Loading Site Monitors per site per day at a minimum of a 12-14 hour shift. Contractor ensures personnel will have transportation to and from the loading site(s), mobile communications

equipment necessary to remain in contact with dispatch and supervisor(s) at all times, and all logistic support.

All Loading Site Monitors must speak English, be a minimum of 18 years of age and have a valid driver's license issued in the United States and be capable of working in an outside environment and able to climb a 10 foot ladder. Previous or similar monitoring or inspection experience is required of all management staff.

Supervisors and all identified Loading Site Monitors must attend a 1/2 day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the Town.

**E. DEBRIS MANAGEMENT SITE (TDSR's) MONITORING SERVICES (As Required)**

The primary function of the Debris Management Site Monitors is to complete the load ticket and estimate volumes that have been transported to the debris management site for processing, storage, and disposal and to report safety violations occurring at the debris management site.

Contractor ensures that Debris Management Site Monitors will have transportation to and from the debris management sites and mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, logistic support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.

Supervisors must have previous debris monitoring experience.

All identified Debris Management Site Monitors and Supervisors must attend a debris monitor training session which covers the deliverables and expectations which will be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the Town.

**F. ROVING DEBRIS MONITOR SERVICES (As required)**

The function of the Roving Debris Monitors is to verify that only FEMA eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones in the Town. The designated areas may be expanded to cover private streets upon advance authorization from the Town and FEMA.

Contractor ensures at least one monitor for each debris pickup zone to monitor and verify FEMA eligible debris removal from designated public access roads within the debris pickup zone. The Roving Debris Monitor(s) must be prepared to operate minimum of 12 to 14 hours per day, 7 days per week.

Contractor ensures that Roving Debris Monitors will have transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.

All identified Debris Management Site Monitors and Supervisors must attend a debris monitor training session which covers the deliverables and expectations which will be conducted at a location specified by the Town before the start of the first shift. Roving monitors shall receive additional training on eligibility issues and procedures required for compliance with the latest version of FEMA 325. Training will be the responsibility of the Contractor and must be approved by the Town.

Contractor shall provide all management, supervision, and labor. Contractor ensures transportation, and equipment necessary to monitor the operations of the debris removal and disposal Contractor.

- G. [reserved]
- H. The Contractor shall work with the Town to develop a FEMA approved Debris Management Plan consistent with the Town's Emergency Operations Plan.
- I. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- J. REPORTING

The Loading Site Monitor will turn in their copy of the load ticket to their supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the Debris Management Center not later than 9 a.m. the following day. Also by 9 a.m. the contractor will provide reports concerning progress in a format designated by the Town.

The Loading Site Monitors will also maintain a log that contains the following information:

- a) Debris "Control Point" or loading site location
- b) Loading Site Monitors' Name
- c) Supervisor's Name
- d) Number of Load Tickets issued during the shift
- e) Starting load ticket number \_\_\_\_\_ Ending load ticket number \_\_\_\_\_
- f) Any problems encountered or anticipated \_\_\_\_\_

The Debris Management Site Monitor will turn in their copy of the load ticket to their supervisor at the end of each shift. The Contractor's supervisor will ensure that

the load tickets and log are submitted to the Debris Management Center not later than 9 a.m. the following day.

The Debris Management Site Monitors will maintain a log that contains the following information:

- a) Debris management site location
- b) Debris Management Site Monitors' Name
- c) Supervisor's Name
- d) Truck/trailer number and volume of debris hauled into the site
- e) Cumulative total of debris delivered at the site during the shift
- f) Any problems encountered or anticipated
- g) Grids cleared and number of passes

The Roving Debris Monitor(s) will be responsible for completing the Debris Loading Site Monitoring Checklist provided by the Debris Management Center. Report will be submitted to immediate supervisor on a daily basis.

The Roving Debris Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. Supervisor will keep Town informed of situations that impact the execution of the debris removal contract.

The supervisor will collect all written reports and provide them to the Debris Management Center by 9 a.m. the following day.

The Contractor ensures debris monitors will have the means to communicate (cell phone, satellite phones, radio, etc.) to communicate with their supervisor or the Debris Management Center as may be necessary. Contractor supervision is responsible for resolving issues with truck drivers and other contractors' personnel.

The load tickets are to be compiled daily into a daily report that accesses all information gathered on each load ticket, all incorrect or unclear items on any ticket render it invalid until corrected. Corrections must have an initial and date. The original load tickets become the basis of payment to the debris contractor and the combined sum of all tickets become the basis of reimbursement from FEMA and the State and as such, the quality, consistency, accuracy of the individual ticket and the reporting of the data contained upon these tickets and collected by the monitors are the primary deliverable for which the debris removal contract will be let.

- K. The Contractor may not hire as a monitor any employee or affiliate of the debris removal contractor.
- L. Where applicable, the debris removal contractor shall construct monitoring towers pursuant to the terms of the debris removal contract, which towers shall be used by the monitors to monitor the debris removal operations.

## VIII. MISCELLANEOUS PROVISIONS

- A. Assignment of this Agreement shall not be made without the advance written consent of the Town.
- B. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Town.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for proper execution and completion of the work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by, and construed according to laws of North Carolina.
- F. [deleted]
- G. Any litigation arising out of this Agreement shall be had in the Courts of Dare County, North Carolina.
- H. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- I. The Contractor shall act as an independent contractor and shall not represent itself as an agent or employee of the Town for any purpose in the performance of the Contractor's duties. Accordingly, the Contractor shall be responsible for payment of all Federal, State and local taxes arising out of the Contractor's activities in accordance with this Agreement, including by way of illustration by not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required. In performing the services, the Contractor is acting as an independent contractor and shall perform services in accordance with currently approved methods and practice in the Contractor's professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

J. E-VERIFICATION OF EMPLOYEES

The Contractor represents and warrants that it has ensured and will ensure for itself and each subcontractor that it uses to perform obligations under this Agreement, that either:

- a. The Contractor or subcontractor employs less than 25 employees who are employed for 9 months or more during a 12-consecutive-month period; or
- b. The Contractor or subcontractor: (a) employs 25 or more employees who are employed for 9 months or more during a 12-consecutive-month period; and (b) has used the E-Verify program, which program is operated by the United States Department of Homeland Security and is defined in N.C. Gen. Stat. § 64-25 (5), to verify the work authorization of each employee.

K. IRAN DIVESTMENT ACT CERTIFICATION. By placing a bid pursuant to the Request for Proposal from with this Agreement originated, and by acceptance of this Agreement, Contractor, in each instance, affirms that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. ' 147-86.58.

L. FEDERAL CONTRACT PROVISIONS. The provisions of Exhibit A are hereby incorporated in this Agreement by reference and are binding upon the Town and/or Contractor as set forth in the said Exhibit A. Except as context may otherwise require, for the purposes of Exhibit A, the term: "contract" shall be deemed to refer to this Agreement; "contractor" shall be deemed to refer to the Contractor; and "contracting agency" shall be deemed to refer to the Town.

M. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

*[signatures appear on the following page(s)]*

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above

TOWN OF NAGS HEAD	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Address: _____	Address: _____

\_\_\_\_\_  
Witnessed or Attested By:

\_\_\_\_\_  
Witnessed or Attested By:

\_\_\_\_\_  
Corporate Seal:

Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the Town:	For the Contractor:
Town of Nags Head Public Works c/o David M. Ryan, P.E. P.O. Box 99 Nags Head, NC 27959 Email: david.ryan@nagsheadnc.gov	

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

\_\_\_\_\_  
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

\_\_\_\_\_

## **Exhibit A**

### **A. Remedies** (see 2 CFR Pt. 200, App.II(A))

In addition to any remedies set forth in the contract, as except as otherwise limited in the contract, upon the breach of the contract by contractor, the Town shall have such administrative, contractual, and legal remedies as are available to it pursuant to applicable law.

### **B. Termination** (see 2 CFR Pt. 200, App.II(B)).

The Town's ability to terminate the contract for cause and for convenience are addressed in the contract.

### **C. Equal Employment Opportunity** (see 2 CFR Pt. 200, App.II(C))

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's

commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of these paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**D. Davis-Bacon Act and Copeland "Anti-Kickback" Act** (see 2 CFR Pt. 200, App.II(D)) [not applicable]

**E-1. Contract Hours** (see 2 CFR Pt. 200, App.II(E), 40 U.S.C. • 3702)

(a) Standard workweek.--The wages of every laborer and mechanic employed by any contractor or subcontractor in the performance of work on a contract described in 40 U.S.C. • 3701 shall be computed on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permitted subject to this section. For each workweek in which the laborer or mechanic is so employed, wages include compensation, at a rate not less than one and one-half times the basic rate of pay, for all hours worked in excess of 40 hours in the workweek.

(b) Contract requirements.--A contract described in 40 U.S.C. • 3701, and any obligation of the Federal Government, a territory of the United States, or the District of Columbia in connection with that

contract, must provide that--(1) a contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided in this chapter; and (2) when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable-- (A) to the affected employee for the employee's unpaid wages; and (B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

(c) Liquidated damages.--Liquidated damages under subsection (b)(2)(B) shall be computed for each individual employed as a laborer or mechanic in violation of this chapter and shall be equal to \$10 for each calendar day on which the individual was required or permitted to work in excess of the standard workweek without payment of the overtime wages required by this chapter.

(d) Amounts withheld to satisfy liabilities.--Subject to 40 U.S.C. • 3703, the governmental agency for which the contract work is done or which is providing financial assistance for the work may withhold, or have withheld, from money payable because of work performed by a contractor or subcontractor, amounts administratively determined to be necessary to satisfy the liabilities of the contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

**E-2. Safety Standards Act** (see 2 CFR Pt. 200, App.II(E), 40 U.S.C. • 3704)

No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation. See 40 U.S.C. • 3704 for additional information regarding said regulations.

**F. Rights to Inventions** (see 2 CFR Pt. 200, App.II(F)) [not applicable]

**G. Clean Air Act and Federal Water Pollution Control Act** (see 2 CFR Pt. 200, App.II(G))

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**H. Debarment and Suspension** (see 2 CFR Pt. 200, App.II(H))

A contract award (see 2 CFR • 180.220) must not be made to parties listed on, and contractor represents that it is listed on, the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR • 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**I. Byrd Anti-Lobbying Amendment** (see 2 CFR Pt. 200, App.II(I); 31 U.S.C. • 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**J. Procurement of Recovered Materials** (see 2 CFR Pt. 200, App.II(J); 2 CFR • 200.322)

To the extent that materials are provided pursuant to the contract, the requirements of Section 6002 of the Solid Waste Disposal Act apply and include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**K. Mandatory Standards and Policies Relating to Energy Efficiency** (see 42 U.S.C. • 6201)

No applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. • 6201, have been identified.

**L. Town Responsibility** (see 2 CFR • 200.318(k))

As required pursuant 2 CFR • 200.318(k), and as acknowledged and agreed by contractor, the Town alone is be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the Town of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the Town unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

**M. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms** (see 2 CFR • 200.321(k))

If contractor is to let subcontracts under the contract, contractor must take must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible: (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements,

when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## Department of Public Works

Administration  
Maintenance Garage  
Public Facilities Maintenance  
Sanitation  
Water Distribution  
Water Operations



## Town of Nags Head

Post Office Box 99  
Nags Head, North Carolina 27959  
Telephone 252-441-1122  
Fax 252-441-3350  
[www.nagsheadnc.gov](http://www.nagsheadnc.gov)

**Ralph Barile**  
Public Works Director

**David Ryan, P.E.**  
Project Coordinator

### ADDENDUM NO. 1

RE: **Request for Proposal for FY 16/17 Debris Removal Monitoring Services**

FROM: Town of Nags Head – Department of Public Works  
2200 Lark Ave.  
Nags Head, NC 27959

TO: Prospective Proposers

This addendum forms a part of the Contract Documents modifying the original May 18, 2016 Request for Proposals for the Town of Nags Head/Duck/Southern Shores Post-Storm Debris Removal Inspection Services as noted below. Please acknowledge receipt of this Addendum by denoting on page 1 of the Bid Form. Failure to do so may subject the bidder to disqualification.

This Addendum consists of the following amendments to the following;

1. Advertisement for Request for Proposals: ADDED LANGUAGE: Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Owner to make an award to that Bidder. After determination of the Successful Bidder based on the Criteria for Proposal Evaluations- Section IV Request for Proposals-Debris Removal Monitoring Services for the Towns of Nags Head, Southern Shores and Duck, NC, dated May 18, 2016 and on the responsiveness, responsibility, and other factors, the award may be made to said Successful Bidder on its Bid for which Owner determines funds will be available at the time of award and in the mutual interest of the Town(s) of Nags Head/Duck/Southern Shores. Owner also reserves the right to waive informalities.

Signed:

A handwritten signature in black ink, appearing to read "David M. Ryan", is written over a horizontal line.

David M. Ryan, P.E.  
Project Coordinator  
Town of Nags Head – Department of Public Works

**END OF ADDENDUM**

## Department of Public Works

Administration  
Maintenance Garage  
Public Facilities Maintenance  
Sanitation  
Water Distribution  
Water Operations



## Town of Nags Head

Post Office Box 99  
Nags Head, North Carolina 27959  
Telephone 252-441-1122  
Fax 252-441-3350  
[www.nagsheadnc.gov](http://www.nagsheadnc.gov)

**Ralph Barile**  
Public Works Director

**David Ryan, P.E.**  
Project Coordinator

### ADDENDUM NO. 2

RE: **Request for Proposal for FY 16/17 Debris Removal Monitoring Services**

FROM: Town of Nags Head – Department of Public Works  
2200 Lark Ave.  
Nags Head, NC 27959

TO: Prospective Proposers

This addendum forms a part of the Contract Documents modifying the original May 18, 2016 Request for Proposals for the Town of Nags Head/Duck/Southern Shores Post-Storm Debris Removal Inspection Services as noted below. Please acknowledge receipt of this Addendum by denoting on page 1 of the Bid Form. Failure to do so may subject the bidder to disqualification.

This Addendum consists of the following amendments to the following;

1. Bid Form-Article 6- Attachments to this Bid. 6.10.E: DELETED.

Signed:

A handwritten signature in black ink, appearing to read "David M. Ryan", is written over a horizontal line.

David M. Ryan, P.E.  
Project Coordinator  
Town of Nags Head – Department of Public Works

**END OF ADDENDUM**